

A. G. Contract No. KR930110TRN  
ECS File: JPA 92-121  
Project: Engineering Survey Accnt  
Section: Town of Clarkdale

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF CLARKDALE

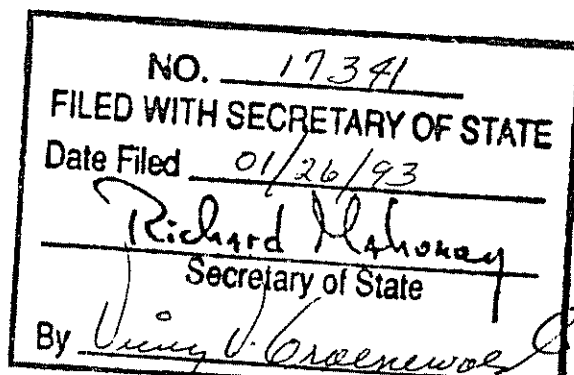
THIS AGREEMENT is entered into 26 January, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF CLARKDALE, acting by and through its TOWN COUNCIL (the  
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. The Town requests the State, as agent for the Town, to  
perform certain work and prepare certain documents required by  
the Federal Highway Administration to qualify certain highway,  
bridge and railroad grade crossing projects for and to receive  
Federal funds. Such future work, consisting of, but not  
specifically limited to, the review and approval of the Town  
prepared environmental documents, the preparation of the  
analysis requirements for documentation of environmental  
categorical exclusion determinations; review of reports, design  
plans, maps, and specifications; geologic materials testing and  
analysis; right-of-way related activities (when specifically  
authorized by, for and on behalf of the Town) and such other  
related tasks essential to the achievement of the  
aforementioned objectives.



4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the Town by reason of Federal law and regulations under which funds for the projects are authorized to be expended.

5. The estimated cost of the work is \$5,000.00, which sum the Town shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. Subsequent to the initial deposit by the Town of the sum of \$5,000.00, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the Town a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

### 2. The Town will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State the sum of \$5,000.00, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient Town funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

### III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The Town assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the Town, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the Town's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the Town or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Town of Clarkdale
Joint Project Administration	Town Manager
205 S. 17th Avenue - 616E	PO Box 308
Phoenix, Arizona 85007	Clarkdale, AZ 86324

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

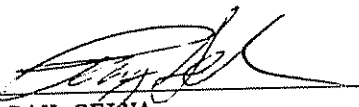
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CLARKDALE

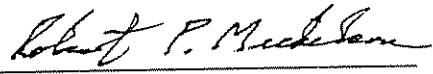
STATE OF ARIZONA

Department of Transportation

By


  
RAY SELNA  
Mayor

By

  
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST:

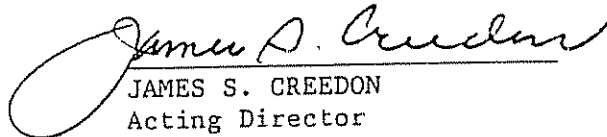
By

  
GAYLE MABERY  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 21st day of October 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Clarkdale for the purpose of defining responsibilities for establishing an engineering survey account.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
JAMES S. CREEDON  
Acting Director

RESOLUTION NO. 707

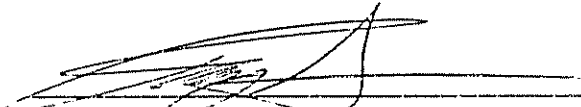

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA, TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR ESTABLISHING AN ENGINEERING SURVEY ACCOUNT.

WHEREAS, it is in the best interest of the Town of Clarkdale to enter into an agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for establishing an engineering survey account.

NOW, THEREFORE, BE IT RESOLVED that authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

PASSED AND ADOPTED BY THE Mayor and Common Council of the Town of Clarkdale, Arizona, this 1st day of December, 1992.

ATTEST:

  
Ray Selna, Mayor  
Gayle Mabery, Town Clerk

JPA 92-121

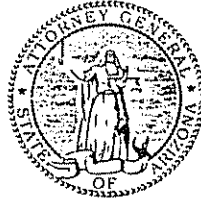
APPROVAL OF THE CLARKDALE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CLARKDALE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 10th day of December, 1992.

Filbert S. P. [Signature]

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0110-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21<sup>st</sup> day of January, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section